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8 **UNITED STATES DISTRICT COURT**  
9 **DISTRICT OF NEVADA**

10 CITIMORTGAGE, INC.,

11 Plaintiff,

12 vs.

13 FIDELITY NATIONAL TITLE GROUP, INC.;  
14 FIDELITY NATIONAL TITLE INSURANCE  
15 COMPANY; FIDELITY NATIONAL TITLE  
16 AGENCY OF NEVADA, INC.; DOE  
17 INDIVIDUALS I through X; and ROE  
18 CORPORATIONS XI through XX, inclusive

19 Defendants.

Case No.: 2:21-cv-00538-GMN-NJK

**STIPULATION AND ORDER TO  
CONTINUE STAY OF CASE**

19 Plaintiff, CitiMortgage, Inc. (“Plaintiff”) and Defendants Fidelity National Title Group,  
20 Inc., Fidelity National Title Insurance Company and Fidelity National Title Agency of Nevada,  
21 Inc. (“Defendants”, and with Plaintiff, the “Parties”), by and through their undersigned counsel,  
22 hereby stipulate as follows:

23 This matter involves a title insurance coverage dispute wherein Plaintiff contends, and  
24 Defendants disputes, that the title insurance claim involving an HOA assessment lien and  
25 subsequent sale was covered by the subject policy of title insurance. There are now currently  
26 pending in the United States District Court for the District of Nevada and Nevada state courts  
27 more than one-hundred actions between national banks, on the one hand, and title insurers, on the  
28 other hand. In virtually all of these actions, the title insurer underwrote an ALTA 1992 or ALTA

2006 loan policy of title insurance with form 1 coverage, along with the CLTA 100/ALTA 9 and/or CLTA 115.2/ALTA 5 Endorsements.

This matter was previously stayed pending a Ninth Circuit appeal in *Wells Fargo Bank, N.A. v. Fidelity Nat'l Title Ins. Co.*, Ninth Circuit Case No. 19-17332 (District Court Case No. 3:19-cv-00241-MMD-WGC) ("*Wells Fargo II*") [ECF No. 10], which resolved on November 21, 2021.

The Parties have conferred and believe another limited six-month stay is warranted. The *PennyMac Corp. v. Westcor Land Title Ins. Co.*, Nevada Supreme Court Case No. 83737 ("*PennyMac*") appeal remains pending. Additionally, there is another fully briefed appeal to the Nevada Supreme Court involving a similar coverage dispute in *Deutsche Bank Nat'l Trust Co. v. Fidelity Nat'l Title Ins. Co.*, Nevada Supreme Court Case No. 84161 ("*Deutsche Bank*"). Both *PennyMac* and *Deutsche Bank* are fully briefed, but oral argument has not been set. The Parties anticipate that the Nevada Supreme Court's decisions in the foregoing appeals may touch upon issues regarding the interpretation of policy and claims handling, that could potentially affect the disposition of the instant action.

Accordingly, the Parties believe an additional stay of six months in the instant action will best serve the interests of judicial economy. The Parties request that the action be stayed for an additional six months, through and including, July 27, 2023. The Parties are to submit a Joint Status Report on or before July 27, 2023. The Parties further agree that this stipulation and stay of this case is entered based on the specific circumstances surrounding this particular case, and that this stipulation shall not be viewed as a reason for granting a stay in any other pending matter.

**NOW THEREFORE**, the Parties, by and through their undersigned counsel, hereby stipulate and agree as follows:

1. In the interests of judicial economy and in efforts to preserve the Parties' resources, the Parties request that this action be **STAYED FOR AN ADDITIONAL SIX (6) MONTHS**, through and including, July 27, 2023.
2. All deadlines currently set in this case shall remain **VACATED**.
3. The Parties are to submit a Joint Status Report on or before July 27, 2023.

1 4. By entering into this Stipulation, none of the Parties is waiving its right to  
2 subsequently move the Court for an order lifting the stay in this action.

3 5. Notwithstanding this Stipulation, the Parties may continue to conduct third-party  
4 discovery (including by issuing and enforcing third-party subpoenas) to preserve  
5 evidence.

6 **IT IS SO STIPULATED.**

7 DATED this 7<sup>th</sup> day of February, 2023.

DATED this 7<sup>th</sup> day of February, 2023.

8 WRIGHT, FINLAY & ZAK, LLP

SINCLAIR BRAUN LLP

9 /s/ Lindsay D. Dragon

/s/ Kevin S. Sinclair

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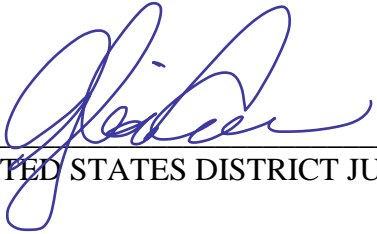
Encino, California 91436

14 *Attorney for Plaintiff, CitiMortgage, Inc.*

*Attorney for Defendants, Fidelity National  
Title Group, Inc., Fidelity National Title  
Insurance Company and Fidelity National  
Title Agency of Nevada, Inc.*

15  
16 **IT IS SO ORDERED.**

17 Dated this 7 day of February, 2023.

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21 UNITED STATES DISTRICT JUDGE  
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